



July 5, 2011

Lynn Field  
VP Legal Services and Compliance  
Methodist Le Bonheur Healthcare  
1211 Union Avenue  
Suite 700  
Memphis, TN 38104

Dear Ms. Field,

This letter confirms that Methodist Le Bonheur Healthcare ("Methodist", "Hospital", "client" or "you") has engaged PricewaterhouseCoopers LLP ("we", "us" or "PwC") to perform the services described below, pertaining to the Oncology Service Line at Methodist (the "Service Line").

### ***Scope of Our Services***

PwC appreciates the opportunity to assist Methodist in facilitating the development of a Co-Management Company for the Oncology Service Line. We will assist with certain phases of planning, strategic decision making, and development related to the co management alignment strategy.

The objective of the engagement is to provide facilitation for the development and implementation of the Management Company between Methodist and selected physicians for the delivery of service line management services to the Hospital.

The proposed engagement goes beyond the typical hospital / physician joint venture implementation. Our process identifies the market parameters impacting both the Hospital and physicians and provides a comprehensive set of solutions which encourages shared accountability, aligned incentives, cultural change, and sustainability. Within the context, we have tailored an approach for this effort around three key tenets:

- *Collaboration* - We believe and know from experience that the collaboration of knowledge and effort of combined resources will provide the greatest opportunity and results for the Hospital and physicians.
- *Sustainability* - Both Methodist's and Physician's success in this critical initiative depend upon the sustainability of results achieved.
- *Rapid, Quantifiable Results* - Immediate successes will create momentum and funding for potential subsequent phases of the project.

At your request, we have developed a proposal in a manner that lays out the scope and approach that creates a service line co-management arrangement for the Oncology Service Line.

### ***Project Structure***

The ongoing coordination and control of the project should be assigned at the onset of the project and a Project Director should be designated by Methodist. PwC will work directly with the aforementioned Project Director to coordinate data collection, meeting scheduling, and internal communications relative to the project. In addition, we will establish a regular update meeting to discuss project progress, generate

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answers to questions, and address issues as we move forward. We also request a clinical resource be provided by Methodist in order to help us facilitate the collection of data, the on-site observations, and other aspects of the baseline assessment.

We also recommend that a Service Line Steering Committee ("Committee") be established to be the driving force and decision making body for this process and for each service line initiative. The Committee will be the vehicle used to communicate findings, make decisions, and allocate resources in support of the project. PwC initially recommends that the Committee be comprised of physician champion(s) and select Hospital administrative representation (7-10 total representatives). The Committee will review the Service Line baseline assessment developed for the service line, facilitate discussion around management company organizational structure and management contract terms, determine incentive criteria, review final deliverable presentation materials and discuss applicable next steps. In addition, we will also work with the Steering Committee in setting project goals, reviewing performance improvement opportunities, and developing the operating plan that will formally state all quality, financial, business, facility, and clinical goals and objectives.

We will work with you at the onset of the engagement to determine the number of and schedule of Steering Committee meetings, but anticipate that each will require approximately 2 hours. We anticipate needing a total of seven (7) meetings to complete the process:

- One (1) meeting with Hospital and Physician champions to introduce and educate the participants on the co-management model.
- Four (5) working session steering committees (with both Hospital and Physician) representatives to complete the design of the compensation structure, organizational structure and governance structure of the management company.
- One (1) Investor Town Hall meeting - to disseminate final co-management design and investment materials to invited physicians to solicit the Co-Management offering.

Given the importance of the project, it is critical that Steering Committee members be committed to attending all meetings, as there is no time for backtracking through work. In addition, in order to protect the confidential nature of the initiative, Steering Committee members will be expected maintain confidentiality of the information discussed during the meetings or pertaining to this initiative, unless asked to disseminate.

Finally, a project of this magnitude cannot be successful without the unique viewpoints and input from the countless Hospital constituents. While our process emphasizes the collaboration of the Steering Committee, we anticipate representative input from many clinical and non-clinical staff through data collection and as necessary throughout the process.

#### **Project Approach**

##### **Phase I: Service Line Co-management Development**

This phase is designed to create the framework for the Service Line co-management model.

PricewaterhouseCoopers will facilitate the development of the co-management company along with the respective contracts to manage the Service Line. The following outlines the specific steps we will



undertake to accomplish this objective for the co-management arrangement. The work to be completed includes the following key activities:

- **Establish a Steering Committee ("SC") consisting of key physician champions and hospital administration.**
- **Facilitate and validate a detailed operational assessment for the Service Line to identify key economic, operational and quality metrics to serve as the basis for the development of the Management Company's compensation and incentive program.**
- **Facilitate the design of the co-management contract, management and oversight responsibilities, and base management fee and incentive components.**
- **Facilitate discussions around the appropriate legal, organizational, and structural model for the Management Company that meet the outlined objectives.**
- **Communicate the key components of the Management Company agreement including:**
  - ✓ **Organizational and governance model**
  - ✓ **Management agreement baseline performance measures**
  - ✓ **Compensation structure to key constituents**

The entire engagement process will be driven by PricewaterhouseCoopers working in conjunction with a Steering Committee, which will consist of approximately seven to ten individuals representing leadership of the system, hospital, and the physicians.

The following steps and tasks outline the proven approach we will utilize. In preparation for these Steering Committee meetings we will hold pre and post planning meetings with leadership and legal counsel to discuss the agenda and planned presentation material. These calls will typically last approximately one (1) hour in duration. The pre-meeting call will need to be held 2-3 business days prior to the scheduled meeting and the post-meeting call will usually be held 1-2 days after the meeting.

#### **Step I: Baseline Service Line Operational Assessment**

This initial step will create the formal Baseline Assessment document to be used as the basis for defining the revenue parameters for the service line and the resultant Management Company contract. During this process, PwC will jointly facilitate and validate the operational assessment for Methodist to encompass the defined service line. Our comprehensive assessment will allow us to leverage our internal PwC resources and Methodist's resources with parallel processes and findings. During this process, PwC will facilitate achieving consensus regarding the objectives in pursuing the Management Company. Gaining a full understanding of the needs and concerns will be crucial in advance of any potential discussions with candidate physicians to ensure that no provisions or expectations are miscommunicated or misconstrued during subsequent development phases. The development of a Management Agreement will utilize the results and recommendations from the Baseline Assessment to establish the business purpose of the partnership arrangement and determine its compensation structure.





### **Task 1: Data Request**

We will issue a comprehensive data request that will provide us with the detail necessary to begin to benchmark the Service Line and, where applicable, document the current state of the Service Line. The data request will include, but not be limited to, the following items:

- Scope definition - to develop the specific scope of the management services relative to a Service Line, department, function, MS-DRG(s), outpatient codes or site specific definitions.
- Service Line specific financial, operational and clinical information;
- Relevant physician information; and
- Copies of previous reports, presentations and recommendations generated both internally and externally that are relevant to this process.

### **Task 2: Clinical Service Line Analysis**

We will perform a detailed assessment of the Service Line in order to establish current baseline performance as compared to industry standards, benchmarks and best practices. Our assessment will include gathering and analyzing two primary sources of information: 1) historical hospital data as it relates to existing services; and 2) industry best practice and benchmark information.

Our objective is to gather and document operational data to establish the Service Line's current operational, economic and clinical status and to identify potential areas for improvement. We do not intend to duplicate or provide any unnecessary analyses. We will make every effort to leverage all available PwC resources and Hospital data elements. The following outlines the minimum tasks that will be undertaken in order to complete the Baseline Assessment:

#### *✓ Conduct Interviews*

Interview and observe the Director(s) of the Service Line to gather current organizational structure, job roles, procedural information, and other issues currently impacting its performance.

#### *✓ Observe Functional Areas, Review Schematic Layout*

Observe and analyze the front-end, clinical operations, supply inventory and procurement and back-office processes and will review the facility "layout" to identify workflow process improvement opportunities.

#### *✓ Conduct Process Analyses*

Based on the elements identified in Tasks 1 and 2, PricewaterhouseCoopers will conduct analyses of the Service Line process workflow, organizational structure, scheduling/reception (including waiting time), patient transportation, support processes, room turnover times, and marketing and communication functions.

#### *✓ Assess Equipment and Technology*

Assess current equipment inventories and conduct an analysis of the information and systems through document review, interviews, observation, etc., to determine the contribution toward effective workflow efficiency.

#### *✓ Staffing Analysis*





Assess Service Line staffing mix and levels, performance criteria, salaries and organizational structure.

✓ *Assess Clinical Quality Policies and Procedures*

We will assess the clinical quality policies and procedures that have been developed, data pertaining to utilization/adherence to policies and procedures, and any other outside quality database tracking systems being utilized by the hospital or physician practice.

✓ *Assess Reports*

Where applicable, assess the financial and operating reports used to measure the historical performance of the Service Line. We will assess departmental budget and operating statements, current reports generated to measure performance, volume reports, and other applicable reports.

Based on the tasks documented above, PwC will prepare an overall report detailing our findings and recommendations for improvements. The report will detail the Service Line's current position against industry "best practices" and benchmarks. Recommendations for improvement will be provided based on industry "best practice" standards and PwC's experience in developing strategies and improvement/growth initiatives. This information will then be utilized as the basis to establish the Management Company's incentive performance criteria.

**Step II: Co-Management Organizational Structure Development**

We will next assist in the development of the Management Agreement, in which we will work with the Steering Committee to utilize the results and recommendations from the Baseline Assessment to establish the business purpose of the partnership arrangement and determine its compensation structure. PwC will facilitate building the base management fee and individual incentive components for use in the Management Agreement. The design of this component will require legal counsel participation to ensure the Hospital, the physicians, and all other parties involved address the necessary regulatory and legal requirements.

During this Task, final agreement will be reached around the critical issues of organizational structure, scope of management services, governance, leadership, and operational management. This will need to be accomplished in a manner so as to best satisfy the physicians' needs, while also representing the best interest of the Hospital and conforming to regulatory and legal requirements.

**Task 1: Finalize Performance Criteria and Management Agreement Development**

The objective of the first task of this step is to finalize the criteria for which the Management Company will be both measured and compensated. This is a critical task that establishes the criteria necessary to meet regulatory requirements for the implementation of the Management Company. The following describes the key tasks and goals:

- Finalize and Prioritize Key Performance Elements
  - Based on the information identified during Phase I, PwC will provide recommended performance elements for the Service Line to the Steering Committee and management and seek their approval. Performance elements will center on quality, operations, financial performance, new program development and existing program enhancements.



- Finalize Measurements Specific to the Performance Elements
  - Based on the performance elements identified above, PwC will document recommended improvement and compensation targets. These targets will be based on industry standards, peer comparisons and PwC industry knowledge and experience. In addition, PwC will recommend the specific methods of measuring each performance element during the contract period.
- Finalize Base Management Fee
  - Based on the intended organizational and governance structures, PwC will provide a recommended compensation structure for individuals directly participating in managing the Company. This will include a compensation model for the Board and Committee participation as well as Medical Directors and General Oversight.

#### **Task 2: Facilitate Development of Legal and Organizational Structure of Management Company**

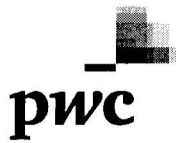
Using our industry knowledge and experience in implementing management company models, PwC will facilitate discussions between the Hospital, the physicians involved in the Service Line, and legal counsel around the following key tasks:

- Discuss and agree on relevant operational and regulatory issues;
- Identify regulatory requirements and facilitate the formation of an organizational structure that minimizes risks;
- Address any tax issues and implications (i.e. protect the Hospitals' tax-exempt status and protect against unrelated business income ("UBI") when analyzing ownership structure(s);
- Define organizational relationships;
- Map the governance, ownership and flow of funds between the projected entities/ individuals;
- Collaborate with legal counsel in their development of a "term sheet" as the basis for final organizational legal documents;
- Create the management structure necessary to complete the operational implementation of the Management Company; and
- Participate in meeting with Hospital administration and physicians for the official solicitation of ownership in the Co- Management Company.

#### **Phase II: Implementation**

In this phase, PwC will assist Methodist as necessary with final implementation of the Management Company. PwC would provide assistance to Hospital administration and legal counsel with the development of the final organizational legal documents, service line management structure, participation in physician meetings, and participate in the first organizational meetings of the Management Company.

Phases I and II components of the overall project will consider issues of antitrust, regulatory law, management structure and leadership. Because of the potential legal implications, legal counsel to the Hospital must be involved in these phases, and should be included in all phases of the project.



### **Project Timeline**

We anticipate this engagement will take approximately 8 - 12 weeks to complete. It should be noted that each task may proceed in parallel depending on the nature of the analysis and the results of our work efforts. Our ability to complete the engagement is dependent on the willingness and ability of Methodist to make data and individuals available as needed to PwC. Delays in the delivery of data and delays in the scheduling of meetings (if required) will result in the engagement completion being delayed.

Due to the short duration of the proposed timeline, it is our expectation that we will conduct at a minimum of one conference call or meeting on a weekly basis to discuss progress to date, outstanding data requests, and next steps so that we can ensure Methodist management, other external advisors and project leaders are able to provide timely and critical input throughout the process.

***We are not providing legal advice in this engagement.***

### **Project Deliverables**

As a result of this engagement, the following deliverables will be developed:

#### **Phase I - Service Line Co-Management Development**

- Detailed baseline assessment of the Service Line identifying current performance and practices, comparisons to industry best practice standards and benchmarks, and identified improvement/growth opportunities.
- Facilitation documents for Steering Committee meetings.
- Final term sheets outlining ownership structure, ownership criteria, scope of services, organizational governance structure, capital requirements, base management fee and incentive compensation, and other various terms and conditions to support the legal documentation to be drafted by legal counsel.

Note: Phase II deliverables are not included at this juncture.

You and your Client will own all deliverables prepared for and delivered to you and your Client under this engagement letter except as follows: we own our working papers, pre-existing materials and any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any deliverables) which we may have discovered or created as a result of the Services. You and your Client have a nonexclusive, non-transferable license to use such materials included in the deliverables for your and your Client's own internal use as part of such deliverables.

*In addition to deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist us with the engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.*

### **Deliverables**

We expect to provide you with tangible written material prepared for and delivered to you under this engagement letter ("deliverables") including the following:





- Education session document
- Operational assessments identifying current performance and practices, comparisons to industry best practice standards and benchmarks, and identified improvement/growth opportunities
- Facilitation documents for Steering Committee meetings

We may prepare some deliverables in conjunction with you that will be intended to be treated solely as your own, and will not be represented as having been prepared by PwC. You will review such deliverables, revise them as you deem appropriate, approve them prior to your use and take full responsibility for their content.

You will own all deliverables except as follows: we own our working papers, pre-existing materials and any general skills, know-how, processes, or other intellectual property (including a non-client specific version of any deliverables) which we may have discovered or created as a result of the Services. You have a nonexclusive, non-transferable license to use such materials included in the deliverables for your own internal use as part of such deliverables.

In addition to deliverables, we may develop software or electronic materials (including spreadsheets, documents, databases and other tools) to assist us with an engagement. If we make these available to you, they are provided "as is" and your use of these materials is at your own risk.

#### Use of Deliverables

PwC is providing the Services and deliverables solely for Client's internal use and benefit pursuant to a client relationship exclusively with you. The Services and deliverables are not for a third party's use, benefit or reliance, and PwC disclaims any contractual or other responsibility or duty of care to others based upon these Services or deliverables or advice we provide. Except as described below, Client shall not discuss the Services with or disclose deliverables to any third party, or otherwise disclose the Services or deliverables without PwC's prior written consent.

If Client's third-party professional advisors (including accountants, attorneys, financial and other advisors), in providing advice or services to Client, have a need to know information relating to our Services or deliverables and are acting solely for the benefit and on behalf of Client, Client may disclose the Services or deliverables to such professional advisors provided that such advisors agree: (i) that PwC did not perform the Services or prepare deliverables for such advisors' use, benefit or reliance and PwC assumes no duty, liability or responsibility to such advisors, and (ii) to not disclose the Services or deliverables to any other party without PwC's prior written consent. Third-party professional advisors do not include any parties that are providing or may provide insurance, financing, capital in any form, a fairness opinion, or selling or underwriting securities in connection with any transaction that is the subject of the Services or any parties which have or may obtain a financial interest in Client or an anticipated transaction.

Client may disclose any materials that do not contain PwC's name or other information that could identify PwC as the source (either because PwC provided a deliverable without identifying information or because Client subsequently removed it) to any third party if Client first accepts and represents them as its own and makes no reference to PwC in connection with such materials.



#### Confidentiality

"Confidential Information" means non-public information that a party marks as "confidential" or "proprietary" or that otherwise should be understood by a reasonable person to be confidential in nature. All terms of this engagement letter, including but not limited to fee and expense structure, are considered confidential. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) is or later becomes publicly available without violation of this engagement letter or may be lawfully obtained by a party from a non-party. Each party will protect the confidentiality of Confidential Information that it receives from the other party and, neither party will use or disclose any Confidential Information of the other party for any purpose other than to perform under this engagement letter or as required by applicable law, statute, rule, regulation or professional standard, without the other party's prior consent. If disclosure is required by law, statute, rule or regulation (including any subpoena or other similar form of process), or by professional standards, the party to which the request for disclosure is made shall (other than in connection with routine supervisory examinations by regulatory authorities with jurisdiction and without breaching any legal or regulatory requirement) provide the other party with prior prompt written notice thereof and, if practicable under the circumstances, allow the other party to seek a restraining order or other appropriate relief.

#### Our Responsibilities

We will perform the Services in accordance with the Standards for Consulting Services established by the American Institute of Certified Public Accountants. Accordingly, we will not provide an audit or attest opinion or other form of assurance, and we will not verify or audit any information provided to us.

#### Your Responsibilities

Our role is advisory only. You are responsible for all management functions and decisions relating to this engagement, including evaluating and accepting the adequacy of the scope of the Services in addressing your needs. You are also responsible for the results achieved from using any Services or deliverables. You will designate a competent member of your management to oversee the Services. We expect that you will provide accurate and complete information and reasonable assistance, and we will perform the engagement on that basis.

#### Protected Health Information

We acknowledge that in connection with this engagement we may have access to protected health information ("PHI"), consisting of individually identifiable health information. We agree that we (a) will not use or further disclose PHI other than as permitted by this engagement letter or required by law or professional regulation; (b) will use appropriate safeguards to prevent use or disclosure of PHI that we create, receive, maintain, or transmit on your behalf other than as permitted by this engagement letter or required by law or professional regulation; (c) for electronic PHI, will implement appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI; (d) will require that all of our subcontractors and agents to whom we provide PHI pursuant to the terms of this engagement letter agree to all of the same restrictions and conditions to which we are bound, including reasonable and appropriate



safeguards to protect this PHI; (e) will report to you, within a reasonable period of time, any unauthorized use or disclosure of PHI or security incident that results in the unauthorized access, use, disclosure, modification, or destruction of your electronic PHI promptly upon becoming aware of it, and will mitigate, to the extent practicable, any harmful effects known to us; (f) will make available for access PHI that we maintain as part of a designated record set; (g) will make available for amendment and incorporate any amendment to PHI that we maintain as part of a designated record set; (h) will make available upon your request an accounting of disclosures; (i) will make available to the Secretary of Health and Human Services upon reasonable notice our policies and procedures as necessary to determine your HIPAA compliance as it relates to this engagement; (j) upon termination of this engagement letter, will return or destroy all PHI received from you that we maintain, except that we will retain that PHI that is required for our working papers prepared in connection with this engagement, or otherwise is infeasible to return or destroy (and we will extend the protections of this engagement letter to any such retained information); (k) will authorize termination of the engagement letter by you if you reasonably determine that we have violated a material term of our obligations to protect PHI, but only so long as no cure is reasonably possible, and that you may report such violation as required if no cure is feasible and termination also is not feasible; (l) will use and disclose aggregated information, limited data sets and deidentified PHI only as permitted or required by law or regulation; (m) may use the information we receive in connection with this engagement, if necessary (1) for our proper management and administration; or (2) to carry out our legal responsibilities; and (n) may disclose the information we receive in connection with this engagement for our proper management and administration if (1) the disclosure is required by law; or (2) we (i) obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (ii) the person notifies us of any instances of which it is aware in which the confidentiality of the information has been breached.





## Fees and Expenses

Our professional fee estimates are based on our current understanding of your situation and on the approach and scope of work documented in this proposal. These estimates do not reflect any special circumstances that might arise, nor can they necessarily accommodate any changes in the scope that may be desired after the engagement has begun. Should this engagement require more effort than estimated, we will discuss the specifics with you and obtain your approval before we proceed.

**Our projected total professional fees, included for the work outlined herein are estimated to be:**

	Low Range	High Range
<i><b>Oncology Services</b></i>		
<b>Phase I: Co Management Company Development</b>		
<b>Step I: Comprehensive Clinical Baseline Assessment</b>	<b>\$105,000</b>	<b>\$120,000</b>
<b>Step II: Facilitation of the Development of Co-Management Company*</b>	<b>\$100,000</b>	<b>\$115,000</b>
<b>Phase II: Implementation</b>	<b>TBD</b>	<b>TBD</b>
<b>TOTAL</b>	<b>\$205,000</b>	<b>\$235,000</b>

\*Facilitation of the Development of Co-Management Company only covers the work effort required to prepare for and facilitate a total of seven (7) meetings: 1 kick-off meeting, 6 steering committee meetings, and 1 investor town hall meeting. To the extent the number of meetings deviates from this plan will adjust our professional fees accordingly.

We will bill \$100,000 of our professional fees and status bill every four (4) weeks thereafter. Invoice balances are due upon receipt. The final invoice will include reconciliation to actual expenses incurred and incorporate the adjustment for the earlier payments.

Your investment in this project will also include the time and efforts of Hospital's personnel in support and direction of this project, including time spent in meetings planned as part of the engagement. Fees related to the engagement of outside counsel are likewise not included above and will be borne independently by the Hospital.

We also will bill you for our reasonable out-of-pocket expenses. Invoices are due within 15 days of the invoice date. If we began performing the Services before this engagement letter was signed, this letter will be considered effective as of the date we began providing the Services.

## Termination and Dispute Resolution

Either party may terminate the Services by giving notice to that effect. Any dispute relating in any way to the Services or this letter shall be resolved by arbitration. The arbitration will be conducted in accordance with the Rules for Non-Administered Arbitration of the International Institute for Conflict Prevention and Resolution then in effect. The arbitration will be conducted before a panel of three arbitrators. The arbitration panel shall have no power to award non-monetary or equitable relief of any sort. It shall also have no power to award:



damages in excess of two times the total amount of fees paid to us under this engagement letter; lost profits; or consequential, indirect, punitive, exemplary or special damages. You accept and acknowledge that any demand for arbitration arising from or in connection with the Services must be issued within one year from the date you became aware or should reasonably have become aware of the facts that give rise to our alleged liability and in any event no later than two years after any such cause of action accrued.

This engagement letter and any dispute relating to the Services will be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

## Limitations on Liability

Except to the extent finally determined to have resulted from our gross negligence or intentional misconduct, our liability to pay damages for any losses incurred by you as a result of breach of contract, negligence or other tort committed by us, regardless of the theory of liability asserted, is limited to no more than two times the total amount of fees paid to us under this engagement letter. In addition, we will not be liable in any event for lost profits or any consequential, indirect, punitive, exemplary or special damages. Also, we shall have no liability to you arising from or relating to any third party hardware, software, information or materials selected or supplied by you.

### Other Matters

PwC is owned by professionals who hold CPA licenses as well as by professionals who are not licensed CPAs. Depending on the nature of the services we provide, non-CPA owners may be involved in providing services to you now or in the future.

No party to this engagement letter may assign or transfer this engagement letter, or any rights, obligations, claims or proceeds from claims arising under it, without the prior written consent of the other party, and any assignment without such consent shall be void and invalid. If any provision of this engagement letter is found to be unenforceable, the remainder of this engagement letter shall be enforced to the extent permitted by law. If we perform the Services prior to both parties executing this engagement letter, this engagement letter shall be effective as of the date we began the Services. You agree we may use your name in experience citations and recruiting materials. This engagement letter supersedes any prior understandings, proposals or agreements with respect to the Services, and any changes must be agreed to in writing through an amendment to this letter or a change order.

By entering into this engagement letter you are binding your subsidiaries and affiliates to the extent that you have authority to do so. We disclaim any contractual or other responsibility or duty of care to any other subsidiaries or affiliates.

\* \* \* \* \*



We are pleased to have the opportunity to provide services to Methodist Le Bonheur Healthcare. If you have any questions about the contents of this letter, please discuss them with Brett Hickman at (317) 509-2856 or Jeff Lockridge at (317) 507-0974. If the Services and terms outlined in this letter are acceptable, please sign one copy of this letter in the space provided and return it to Jeff Lockridge (either via fax (813.375.7283) or mail to the following address: 101 West Washington Street, Suite 1300, Indianapolis, Indiana 46204.

Very truly yours,

PricewaterhouseCoopers LLP

By: \_\_\_\_\_

Brett M. Hickman

Partner

Date: July 5, 2011

ACKNOWLEDGED AND AGREED:

Methodist Le Bonheur Healthcare

Signature of client official:

Please print name: Lynn M. Field

Title: VP, Legal Services & Compliance

Date: \_\_\_\_\_